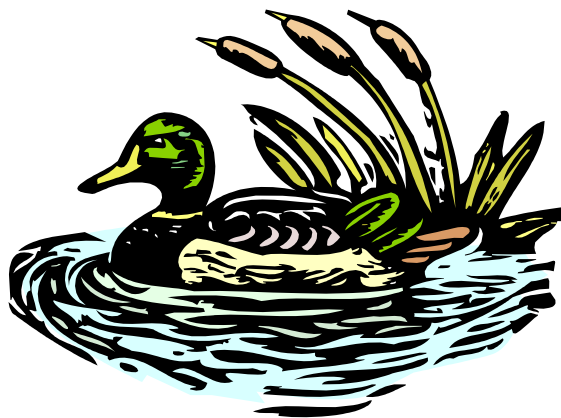


ILLINOIS CLEAN LAKES PROGRAM

Financial Assistance Application Package



Illinois Environmental Protection Agency
Division of Water Pollution Control
P.O. Box 19276
Springfield, Illinois 62794-9276

August 2002

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217/782-3362

Dear Applicant:

The attached Illinois Clean Lakes Program Financial Assistance Application Package (Application Package) is provided to help you in your initial efforts to receive financial assistance through the *Illinois Clean Lakes Program (ICLP)*. Financial assistance is available through this program to conduct study and implementation projects to protect, enhance and/or restore Illinois inland lake resources. Maximum state funding for study projects is sixty percent (60%), while maximum state funding for implementation projects is fifty percent (50%). Pre-applications for assistance, as shown in Appendix A of this Application Package, shall be forwarded to the Illinois EPA by **August 31**. Final applications for assistance are due **October 31**. All the items below constitute a final application and must be included in your submittal to be considered for funding:

1. Dependent on the specific type of application requested, a proposal must contain all the information described within the section of this Application Package entitled "Required Information for Financial Assistance Applications."
2. Original signed copy of the Conditions/Certifications document. Photocopies or facsimiles of signatures are not acceptable.
3. A completed copy of the Project Cost Summary specifying all expenditures requested for the project.

Assistance in development of project applications can be obtained from Illinois EPA headquarters and regional office staff. Please contact one of the following according to your region of the state.

Ms. Teri Holland
Illinois Environmental Protection Agency
Bureau of Water-Surface Water Section
Lakes Unit
P.O. Box 19276
Springfield, Illinois 62794-9276
(217/782-3362)

Mr. Joe Marencik
Illinois Environmental Protection Agency
Bureau of Water-Surface Water Section
Des Plaines Monitoring and Assessment Unit
9511 West Harrison
Des Plaines, Illinois 60016
(847/294-4000)

Mr. Bill Ettinger
Illinois Environmental Protection Agency
Bureau of Water-Surface Water Section
Springfield Monitoring and Assessment Unit
4500 South Sixth Street
Springfield, Illinois 62706
(217/786-6892)

Mr. Mike Bundren
Illinois Environmental Protection Agency
Bureau of Water-Surface Water Section
Marion Monitoring and Assessment Unit
2309 West Main Street
Marion, Illinois 62959
(618/993-7200)

Final applications received after close of business (5:00 p.m.) on October 31 will not be considered for funding and will be returned to the applicant. (IF OCTOBER 31 FALLS ON A SATURDAY OR SUNDAY, APPLICATIONS MUST BE RECEIVED ON THE PRIOR FRIDAY BEFORE CLOSE OF BUSINESS.) Please forward the original application materials and one full copy to:

Ms. Teri Holland
Illinois Environmental Protection Agency
Bureau of Water-Surface Water Section
Lakes Unit
P.O. Box 19276
Springfield, Illinois 62794-9276

This Application Package may be reproduced for submittal with your funding application. Be sure to keep a copy of your completed application for your records.

If you have any questions concerning the information provided, please feel free to contact me or any of my staff mentioned above.

Sincerely,

Gregg Good, Manager
Surface Water Section
Division of Water Pollution Control

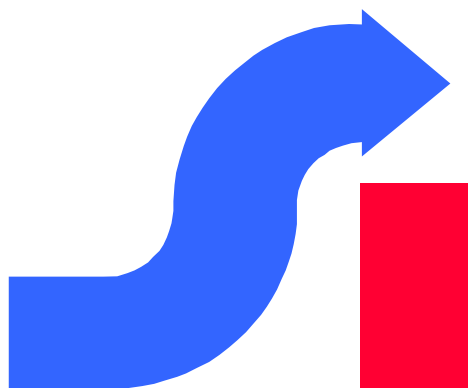
INTRODUCTION

Illinois has over 3,000 inland lakes providing numerous recreational, public water supply, aesthetic, ecological and economic benefits to the citizens of this State. Recreational benefits alone are estimated to be \$1.78 billion annually.

In State Fiscal Year 1996, the Illinois Environmental Protection Agency (Illinois EPA) began receiving state funds pursuant to the passage of "Conservation 2000," a long-term, comprehensive natural resources protection bill. Funds received by Illinois EPA per Conservation 2000 are utilized to operate a grant program called the "*Illinois Clean Lakes Program (ICLP)*." Through this program, Illinois EPA works cooperatively with owners and managers of inland lakes to conduct lake study and implementation projects to protect, restore and enhance these valuable resources. ICLP is modeled after the successful Federal Clean Lakes Program, that until recently, offered similar grant program funding pursuant to Section 314 of the Federal Clean Water Act.

More specifically, under ICLP, lake STUDY PROJECT GRANTS are offered to take an intensive, scientific look at what is (or is potentially) causing degraded water quality conditions and/or use impairments at individual lakes. Once determined, economically, socially, and technically feasible lake and watershed management plans can be developed and recommended for implementation. These studies are designed to take the "guess work" out of lake management, so that moneys spent on the more expensive portion of lake management - implementation - yield the "biggest bang for the buck." Under this program, before any IMPLEMENTATION PROJECT GRANT can be awarded, such a study must be conducted. These grants are offered to those interested in taking a comprehensive, long-term approach to lake management, rather than a "quick fix" approach.

This Application Package is provided to help you apply for ICLP funding. Read the information carefully, and should you decide to apply, fill out and forward the appropriate materials by the indicated deadline dates completely and accurately to insure your application can be considered. State and Regional staff at Illinois EPA are willing and able to assist you in the development of your application.



AVAILABLE ASSISTANCE PROGRAMS

There are three types of financial assistance awards available for lake protection and restoration at the local level. They include:

- A. Diagnostic and Feasibility Study (Phase 1) Grants -- These grants can be awarded to lake owners to determine, through monitoring, the current conditions of a specific lake and its watershed (e.g., limnological, morphological, demographic, socioeconomic) and to develop feasible action plans for future lake protection and restoration.
- B. Long-Term Restoration and Protection Project (Phase II) Grants -- These grants can be awarded to lake owners who have completed the equivalent of a Phase I study report and which meets the requirements of a Phase II application, and who wish to implement lake and watershed management plans for the long-term restoration and protection of lake water quality and associated designated lake uses.
- C. Lake Quality Maintenance Program (LQMP) Grants -- These grants can be awarded to lake owners who have completed the equivalent of a Phase I study report and which meets the requirements of a Phase II application, and who wish to implement a lake and watershed management program which provides short-term relief from nuisance aquatic vegetation and/or algae growth. Projects under this program must demonstrate that the proposed maintenance activities would result in attainment of significant public recreational lake use (e.g., swimming, fishing, boating), and that watershed management plans are being implemented to control and reduce incoming pollutants (e.g., sediment, nutrients).

FUNDING LEVELS

The three types of financial assistance awards available to lake owners will be subject to the following funding level and distribution criteria:

- A. Phase I Study Grants -- Illinois EPA will provide up to a maximum of 60 percent of the total study cost, with the lake owner and/or other sources providing a minimum 40 percent match. No more than \$75,000 in Illinois Clean Lakes Program funding may be allocated per project.
- B. Phase II Implementation Grants -- Illinois EPA will provide up to a maximum of 50 percent of the total implementation project cost, with the lake owner and/or other sources providing a minimum 50 percent match. No more than \$300,000 in Illinois Clean Lakes Program funding may be allocated per project.
- C. LQMP Implementation Grants -- Illinois EPA will provide up to a maximum of 50 percent of the total implementation project cost, with the lake owner and/or other sources providing a minimum 50 percent match. No more than \$10,000 in Illinois Clean Lakes Program funding may be allocated per project. An applicant may only receive funding under this program one time per project.

ELIGIBILITY REQUIREMENTS

Any inland lake owner is eligible to apply for a Phase I, Phase II or LQMP grant if the following criteria are met:

- A. The lake owner possesses the legal authority to enter into contracts or agreements with local, state and federal agencies and private organizations for the purpose of performing Phase I, Phase II or LQMP projects.
- B. The lake owner possesses the authority and ability to adopt, implement and enforce official controls.
- C. The lake owner possesses the authority and ability to generate revenue and in-kind contributions, and agrees to pay the local share of project costs.
- D. The lake requiring assistance is an Illinois inland lake which 1) has an identifiable and quantifiable chemical, physical or biological problem resulting in the impairment of beneficial uses; or 2) is potentially being threatened by any of a number of point or nonpoint sources of pollution.
- E. The lake requiring assistance is an Illinois inland lake having primary uses including general recreation, public water supply, aquatic life, and/or primary contact.

Lakes that will generally not be considered eligible for Phase I, Phase II or LQMP grant assistance include, but are not limited to:

- A. Those lakes that serve their primary function as stormwater detention basins;
- B. Side-channel impoundments that are mechanically filled with water, and cannot be naturally recharged by surface water runoff or groundwater inflow;
- C. Those lakes which have a surface acreage of less than 6 acres; and
- D. Ponds owned and managed by private landowners.

PRINCIPLES OF PRIORITIZATION

Prioritization of project proposals are based on three principal criteria as briefly discussed below:

- A. Evaluation of the inland lake based on its *“overall use support”* rating. This rating is made utilizing methodologies described in the Illinois EPA’s “Illinois Water Quality Report,” and is a measurement of a lakes overall quality and health.
- B. Evaluation of the inland lake based on its *“water quality improvement potential.”* This evaluation is based on a lakes watershed area to surface area ratio, mean depth, retention time, and size.

- C. Evaluation of the lake based on its *“public benefits.”* This evaluation is based on a lakes ownership and accessibility, amount of current lake use, proximity to standard metropolitan statistical areas, potential demand or need, multipurpose nature, recreational facilities available, and environmental uniqueness.

Secondary criteria that may be considered in the prioritization process include, but are not limited to, whether (1) the project utilizes a comprehensive watershed and in-lake protection approach, (2) the watershed area has been previously protected to prevent pollution to the lake, (3) the project includes coordination of activities with other agencies and organizations, (4) there is a commitment by the applicant to cost-share more than the minimum required, (5) the applicant has a history of undertaking previous efforts to solve lake problems, and (6) whether the lake is a targeted resource for protection/restoration by Illinois EPA.

REQUIRED INFORMATION FOR FINANCIAL ASSISTANCE APPLICATIONS

A. Pre-application

In order to provide the Illinois EPA with an idea of the interest and financial resources required to implement the Illinois Clean Lakes Program on an annual basis, pre-application information shall be forwarded to the Illinois EPA by the lake owner by August 31 of each year. A Pre-application form for funding can be found in Appendix A of this Application Package.

B. Final Phase I Application

Phase I final applications shall be forwarded to the Illinois EPA by the lake owner no later than October 31 of each year. Required application information, to be presented in the order described below, includes:

1. A narrative statement describing specific procedures to be used to conduct a diagnostic/feasibility study, including a description of public participation involved.
2. A division of labor and responsibility (who is responsible for what?).
3. A milestone schedule.
4. An itemized cost estimate including justification of costs.
5. Mandatory information.
 - a. Lake name
 - b. Location (including latitude and longitude of lake center)
 - c. Physical characteristics
 - i. Surface area (acres and hectares)

- ii. Maximum depth (feet and meters)
 - iii. Mean depth (feet and meters)
 - iv. Volume (acre feet and cubic meters)
 - v. Retention Time
 - vi. Stratification
 - vii. Major inflows and outflows
- d. A summary of available chemical and biological data indicating past and present water quality of the lake.
 - e. Public access type and amount; public benefits of protecting and restoring the lake.
 - f. Recreational, public water supply, and other uses impaired due to degraded water quality; causes and sources of impairment.
 - g. Local interest and resource commitment in lake restoration.
 - h. Description of proposed monitoring program to provide information required in Appendix B.
 - i. Lake watershed.
 - i. Size (acres and hectares)
 - ii. Land use (each major use as a percentage of whole)
 - iii. General topography, major soil types
 - j. Major point source discharges in watershed (NPDES permit numbers).
 - k. Estimate of percent contribution of total nutrient and sediment loading to lake by identified point sources.
 - l. Major nonpoint sources in the watershed; control measures applied.
 - m. Current lake or watershed management practices being implemented.
 - n. Lake protection/restoration methods anticipated; and projected net improvements in chemical, physical and/or biological quality.
 - o. Anticipated adverse environmental impacts.

C. Final Phase II Application

Phase II applications shall be forwarded to the Illinois EPA by the lake owner no later than October 31 of each year. Information required in the application shall include the following:

1. Information specified in Appendix B.
2. Information required in Appendix B shall be obtained and presented following the guidance and format provided in the *"Protocol for the Conduct of Phase I Diagnostic/Feasibility Studies and Environmental Evaluations"* (document available upon request).

D. Final LQMP Application

LQMP applications shall be forwarded to the Illinois EPA by the lake owner no later than October 31 of each year. Information required in the application shall be identical to those specified in (C)(1) and (C)(2) above. In addition, LQMP applications must demonstrate that proposed maintenance activities will result in the attainment of significant recreation lake use (e.g., swimming, fishing, boating), and that watershed management plans are being implemented to control and reduce incoming nutrients, sediments and other pollutants. Such demonstration should be reported in Sections (b)(1) and (b)(2) of the Phase I study report requirements as referenced in Appendix B.

E. Re-application

A lake owner whose application was not funded may resubmit the application in a subsequent fiscal year by notifying the Illinois EPA in writing. The lake owner will be required to update information previously submitted as appropriate by October 31 of that year.

**CONDITIONS/CERTIFICATIONS
STATE FUNDED FINANCIAL ASSISTANCE AGREEMENTS
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**

1. Taxpayer Identification Number and Legal Status Disclosure Certification

Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Organization: _____

Taxpayer Identification Number:

Social Security Number (SSN): _____

Federal Employer Identification Number (FEIN): _____

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's FEIN and the FEIN.)

Legal Status (please check one):

- Individual
- Owner of Sole Proprietorship
- Partnership
- Nonresident Alien Individual
- Governmental Entity
- Estate or Legal Trust
- Tax-Exempt Hospital or Extended Care Facility
- Corporation NOT providing or billing medical and/or health care services
- Corporation providing or billing medical and/or health care services
- Foreign corporation, partnership, estate, or trust
- Other: _____

2. Capability

The Recipient certifies that it:

- (i) Has authority/involvement to accomplish the planned scope of work in the Financial Assistance Agreement (Agreement) project area.
- (ii) Is capable of accomplishing the planned scope of work in a timely manner to meet scheduled deadlines during the Agreement period.
- (iii) Can obtain financial resources (eligible match), and has the necessary legal, financial, managerial, and institutional capability to perform the project activities throughout the Agreement period.

3. Recipient Share

The Recipient certifies that the Recipient's share of the total project cost is supported solely with non-Illinois Environmental Protection Agency (Illinois EPA) funding used exclusively for this project and is not being used to match any other grant.

4. Responsibility of the Recipient

The Recipient certifies that it shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Recipient under this Agreement. The Recipient shall, without additional compensation, correct or revise any errors or deficiencies in its services.

The Recipient certifies that it shall perform such services as may be necessary to accomplish the work required under this Agreement, in accordance with all the terms of this Agreement.

5. Findings Confidential

The Recipient certifies that any reports, information, data, etc., given to, prepared, or assembled by the Recipient under this Agreement which the Illinois EPA requests to be kept confidential as required by the Illinois Environmental Protection Act (415 ILCS 5/7 and 415 ILCS 5/7.1) shall not be made available to any individual or organization by the Recipient without prior written approval of the Illinois EPA.

6. Subcontracts

No Consultant Services (subcontractors, outside associates, or consultants) may be utilized by the Recipient in connection with the services covered by this Agreement unless specifically authorized to do so, in writing, by the Illinois EPA.

For the purposes of these conditions and certifications, the term "consultant services" is defined as those services provided under a financial assistance agreement to the State by an individual or group of individuals, acting as an independent contractor, qualified by education, experience, and technical ability to advise and assist in solving specific management and programmatic problems involving the organization, planning, direction, control and operation of Illinois EPA.

Any Recipient who enters into a financial assistance agreement for consultant services with a State agency shall state in the financial assistance agreement whether he will utilize the services of a subcontractor. The financial assistance agreement shall include the anticipated amount of money, which will be paid to the subcontractor.

If Consultant Services are authorized by the Illinois EPA, the Recipient shall submit to the Illinois EPA a copy of each agreement which it enters into with subcontractors within seven (7) days of the date on which the Recipient enters into the agreement with the subcontractor.

If at any time, a Recipient who had not intended to utilize the services of a subcontractor, decides to utilize the services of a subcontractor, the Recipient and the Illinois EPA shall file an amendment to the original Agreement with the Comptroller. The amendment shall state the names and addresses of all subcontractors and the anticipated amount of money, which they will receive pursuant to the original Agreement.

7. Assignments

The Recipient certifies that neither this Agreement nor any interest therein, or claimed thereunder, shall be assigned or transferred by the Recipient except as specifically authorized by the Illinois EPA.

8. Equal Employment Opportunity

The Recipient certifies that it will comply with the Illinois Human Rights Act, the American's with Disabilities Act, the Rules and Regulations of the Illinois Department of Human Rights, Civil Rights Act of 1964, Department of Labor regulations (41 CFR Part 60), and any other laws, regulations or orders, state or federal, which prohibit discrimination on the grounds of race, sex, color, religion, national origin, or handicap.

In the event of the Recipient's noncompliance with any provision of any such law, regulation or order, the Recipient may be declared non-responsible and therefore ineligible for future financial assistance agreements or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

9. Contracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms

The Recipient certifies that it will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps as listed in paragraph (i) through (v) of this section.

10. More Favorable Terms Clause

All financial assistance agreements that include the rental or lease of electronic data processing equipment shall include a clause that if more favorable terms are granted by the lessor, supplier, dealer, or manufacturer to any similar state or local governmental agency in any state in contemporaneous leases or rental agreements covering data processing equipment let under the same or similar financial terms and circumstances, the more favorable terms shall be applicable to all agreements or contracts made by any similar Illinois state agency for the rental or lease of comparable data processing equipment from the lessor, supplier, dealer or manufacturer.

11. Architectural, Engineering, and Land Surveying Qualifications Based Selection Act

The Recipient certifies that it will comply with the provisions of the Architectural, Engineering, and Land Survey Qualifications Based Selection Act.

12. Steel Products Procurement Act

The Recipient certifies that it and all subcontractors shall only use steel products manufactured or produced in the United States for the construction, reconstruction, alteration, repair, improvement, or maintenance of products funded under this Agreement.

The provisions of the Steel Products Procurement Act shall not apply:

- (i) Where the contract involves an expenditure of less than \$500.00.
- (ii) Where the Director of the Illinois EPA certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient

quantities to meet the Agency's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Agency's requirements, or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than ten (10) percent.

(iii) When its application is not in the public interest.

13. Fraud and Other Unlawful or Corrupt Practices

The Recipient certifies that it will effectively pursue available state or local legal and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices, which are brought to its attention, such as bribery, graft, or kickbacks. The Recipient bears the primary responsibility for prevention and detection of such conduct and for cooperation with appropriate authorities in the prosecution of any such conduct. The Recipient shall advise the Illinois EPA immediately when any such allegation or evidence comes to its attention, and shall periodically advise the Illinois EPA of the status and ultimate disposition of any such matter.

14. Educational Loans

The Recipient certifies that it, its staff, and subcontractors are not in default on an educational loan as provided in Section 3 of the Educational Loan Default Act.

15. Interference with Public Contracting/Bid Rigging/Bid Rotating Law

The Recipient certifies that it has not been barred from bidding or from entering into a financial assistance agreement as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 and/or Section 10.2 of the Illinois Purchasing Act (30 ILCS 505/10.2). The Recipient understands that if such a false statement is made, it is committing a Class 3 felony.

16. Debarment, Suspension, and Other Responsibility Matters

The Recipient certifies that to the best of its knowledge and belief, it and its principals:

- (i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (ii) Have not within a three (3) year period preceding a financial assistance agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (iii) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, local) with commission of any of the offenses enumerated in paragraph (ii) of this section; and

- (iv) Have not within a three (3) year period preceding a financial assistance agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

17. Bribery

The Recipient certifies that it or its representatives have not been convicted of bribing or attempting to bribe an officer of the State of Illinois, nor has the Recipient made an admission of guilt of such conduct which is a matter of record.

18. Debt Delinquency

The Recipient certifies that it is in compliance with 30 ILCS 500/50-11, which stipulates that no person shall submit a bid or enter into a contract with a State Agency under this code if that person knows or should know that he or she is delinquent in the payment of any debt to the State, unless the person has entered into a deferred payment plan to pay off the debt. For purposes of this Section, the phrase "delinquent in the payment of any debt" shall be determined by the Debt Collection Board.

19. Drug Free Workplace Certification

The Recipient certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement and will provide a drug free workplace as required by Public Act 86-1459, the Drug Free Workplace Act (30 ILCS 480/1), and will comply with all the provisions therein.

20. International Anti-boycott Certification Act/U.S. Export Administration Act of 1979

The Recipient certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. (This certification only applies to Agreements exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000, whichever is less.)

21. Covenant Against Contingent Fees

The Recipient shall warrant that no person or selling agency shall be employed or retained to solicit or secure the Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Illinois EPA shall have the right to annul the Agreement without liability, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

22. Compliance with Government Wide Guidance on Lobbying Restrictions

The Recipient certifies, to the best of its knowledge and belief, that:

- (i) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal financial assistance agreement, grant, loan, or cooperative agreement.
- (ii) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL ("Disclosure Form to Report Lobbying") in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

23. Audit and Access to Records

The Recipient certifies that it shall maintain books, records, documents, and other evidence directly pertinent to performance of State funded work under this Agreement in accordance with generally accepted accounting practices and principals consistently applied and 40 CFR Part 31 in effect on the date of execution of this Agreement. The Recipient shall also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.36(f) for any negotiated agreement and a copy of the cost summary submitted to the Illinois EPA. The Illinois EPA, the Auditor General or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Recipient will provide proper facilities for such access and inspection.

If this is a formally advertised, competitively awarded, fixed-price Agreement, the Recipient agrees to make all paragraphs of the Audit and Access to Records Section applicable to all agreement amendments affecting the Agreement Project Cost Summary.

Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or auditing agencies.

The Recipient agrees to disclose all information and reports resulting from access to records under paragraphs 1 and 2 of the Audit and Access to Records Section to any agencies referred to in paragraph 1.

The Recipient shall maintain, for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the Agreement; and the Recipient agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

In addition, those records which relate to any controversy arising under an Illinois EPA assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Recipient until three (3) years after the date of resolution of such appeal, litigation, claim, or exception.

Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph 1 of the Audit and Access to Records Section shall have access to records at any reasonable time for as long as the records are maintained.

This Audit and Access to Records Section applies to financial records pertaining to all financial assistance agreements and all agreement amendments regardless of the type of agreement. In addition this section applies to all records pertaining to all agreements and agreement amendments:

- (i) To the extent the records pertain directly to financial assistance agreement performance;
- (ii) If there is any indication that fraud, gross abuse or corrupt practices may be involved; or
- (iii) If the financial assistance agreement is terminated for default or for convenience.

24. Indemnity

The Recipient certifies that it shall assume the entire risk, responsibility and liability for any and all loss or damage to property owned by the Agreement Recipient, the Illinois EPA or third persons and any injury to or death of any persons (including employees of the Recipient) caused by, arising out of, or occurring in connection with the execution of any work, contract or subcontract arising out of this Agreement and the Agreement Recipient shall indemnify, save harmless and defend the State of Illinois and the Illinois EPA from all claims for any such loss, damage, injury or death whether caused by the negligence of the State of Illinois, the Illinois EPA, their agents or employees or otherwise consistent with the provisions of Section 1 of "AN ACT IN RELATION TO INDEMNITY TO CERTAIN CONTRACTS" [(740 ILCS 35/1 (1992))]. The Recipient shall require that any and all contractors or subcontractors engaged by the Recipient shall

agree in writing that they shall look solely to the Recipient for performance of such contract or satisfaction of any and all claims arising thereunder.

25. Appropriation Contingency (Multiyear)

The obligations of the State of Illinois to provide financial assistance will cease immediately without any penalty, accelerated payment, or other recoupment mechanism being required by the Agreement Recipient if in any fiscal year the Illinois General Assembly or funding source fails to make an adequate appropriation or otherwise make available sufficient funding to cover the Agency's Agreement obligations.

26. Liability of the Illinois EPA

The Recipient agrees that no personal claim shall be made of, or honored by, any independent contractor, employee, or member of the Illinois EPA by reason of any provision of the Agreement. If the appropriation of funds by the General Assembly of the State of Illinois available for payment of financial assistance agreements is exhausted, neither any other State agency nor office nor any independent Contractor, employee or member of the Illinois EPA will be obligated to pay the financial assistance agreement Recipient anything under the terms of the Agreement, and the Recipient will not be obligated to render service under the Agreement after such exhaustion. The Illinois EPA shall make a positive effort to notify the Recipient prior to such exhaustion.

27. Disputes

Only the Recipient may appeal to the Illinois EPA under this provision with respect to its subagreements thereunder for its own name and benefit. Neither a Recipient nor a subcontractor of a Recipient may prosecute an appeal under the disputes provision of a financial assistance agreement in its own name or interest.

Any dispute arising under the Agreement which is not disposed of by the financial assistance agreement shall be decided by the Director of the Illinois EPA or a duly authorized representative, who shall render a decision in writing and mail or otherwise furnish a copy thereof to the Recipient. The decision of the Director of the Illinois EPA shall be final and conclusive.

This "disputes" clause does not preclude consideration of questions of law in connection with decisions provided in the previous paragraph.

28. Amendments

This Agreement and any attachments hereto constitute the entire Agreement between the parties. No amendment to this Agreement shall take effect until approved by the Illinois EPA and Recipient in writing.

29. Termination

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by either party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the terminating party prior to termination.

This Agreement may be terminated in whole or in part in writing by the Illinois EPA for its convenience, provided that the Recipient is given 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and 2) an opportunity for consultation with the Illinois EPA prior to termination.

If termination for default is effected by the Illinois EPA, an equitable adjustment in the price provided for in this Agreement shall be made, but 1) no amount shall be allowed for anticipated profit on unperformed services or other work, and 2) any payment due to the Recipient at the time of termination may be adjusted to cover any additional costs to the Illinois EPA because of the Recipient's default. If termination for default is effected by the Recipient, or if termination for convenience is effected by the Illinois EPA, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide payment to the Recipient for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Recipient relating to commitments which have become firm prior to the termination.

Upon receipt of a termination action under paragraphs 1 or 2 of the Termination Section, the Recipient shall 1) promptly discontinue all affected work (unless the notice directs otherwise), and 2) deliver or otherwise make available to the Illinois EPA all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Recipient in performing this Agreement, whether completed or in process.

Upon termination under paragraphs 1 or 2 of the Termination Section, the Illinois EPA may take over the work and may award another party to complete the work under this Agreement.

If, after termination for failure of the Recipient to fulfill contractual obligations, it is determined that the Recipient had not failed to fulfill the Agreement obligations, the termination shall be deemed to have been for the convenience of the Illinois EPA. In such event, adjustment of the price provided for in this Agreement shall be made as provided in paragraph three (3) of the Termination Section.

30. Payments

Requests for payment shall be submitted by the Recipient's authorized representative no more frequently than monthly and should detail the amount and value of the work performed and be accompanied by such supporting documentation as may be required by the Illinois EPA. The Recipient may transfer amounts among the costs categories designated in the Estimated Allowable Project Cost Summary provided the categories do not increase or decrease by more than 15 percent. Transfer in excess of 15 percent may be made only with the written concurrence of the Illinois EPA. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency
Attention: Fiscal Service
Mail Code # 2
P.O. Box 19276
Springfield, IL 62794-9276

The Illinois EPA may withhold payment to the Recipient if the Recipient's progress in completing the scope of work does not meet the project schedule contained in the Agreement.

Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement the Recipient shall execute and deliver to the Agency a release of all claims against the Agency arising under, or by virtue of, this Agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Unless otherwise provided in this Agreement, by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the Agency's claims against the Recipient or his sureties under this Agreement or applicable performance and payment bonds.

I the undersigned, being duly authorized to take such actions certify that items 1 - 30 of these conditions/certifications are acceptable and true.

Signature of Authorized Representative

Date

Printed Name and Title

PART I - GENERAL				
1. Title of Project			2. Agreement No.	
3. Recipient Name			4. Execution Date	
5. Recipient Address			6. Agreement Period	
PART II - COST SUMMARY				
7. Direct Labor <i>(Specify labor Categories)</i>	Estimated Hours	Hourly Rate	Estimated Cost	Totals
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
			Direct Labor Total:	\$
8. Indirect Costs <i>(Specify indirect cost pools)</i>	Rate	Cost Pool	Estimated Cost	
		\$	\$	
		\$	\$	
			Indirect Costs Total:	\$
9. Other Direct Costs				
a. Travel			Estimated Cost	
(1) Transportation			\$	
(2) Per Diem			\$	
			\$	
Travel Subtotal:			\$	
b. Equip, Materials, Supplies <i>(Specify categories)</i>	QTY	Cost	Estimated Cost	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
Equipment Subtotal:			\$	
c. Subcontracts			Estimated Cost	
			\$	
			\$	
			\$	
			\$	
Subcontracts Subtotal:			\$	
d. Other <i>(Specify categories)</i>			Estimated Cost	
			\$	
			\$	
			\$	
			\$	
Other Subtotal:			\$	
			Other Direct Costs Total:	\$
10. Total <i>(Items 7 through 9)</i>				\$
11. Assistance Amount (_____ % of Total)				\$
12. Recipient Share (_____ % of Total)				\$

PART III - AUDIT

Recipients annually receiving \$25,000.00 or more in federal funds from the Illinois EPA must comply with the audit provisions of the Single Audit Act in accordance with Office of Management and Budget (OMB) Circular A-128 or Circular 133, whichever is applicable. Funded recipients must submit to the Illinois EPA no less frequently than every two years, an independent audit report covering the award prepared in accordance with the provisions of the relevant OMB Circular.

PART IV - CERTIFICATIONS**13. RECIPIENT**

This proposal is submitted for use in connection with and in response to (1) _____ . This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2) _____ and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward re-negotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) _____
Date of Execution

Signature of Recipient

Recipient Title

14. ILLINOIS EPA REVIEWER

Date of Review

Signature of Reviewer

Reviewer Title

INSTRUCTIONS

In completing the Project Cost Summary, CAREFULLY READ AND FOLLOW ALL INSTRUCTIONS. Many items are not self-explanatory. Attach additional sheets if necessary.

PART I - GENERAL

- Item 1** - Enter the title or name of the project.
- Item 2** - TO BE COMPLETED BY ILLINOIS EPA.
- Item 3** - Enter the name of the Recipient with whom the ILLINOIS EPA agreement is proposed to be executed.
- Item 4** - TO BE COMPLETED BY ILLINOIS EPA.
- Item 5** - Enter the full mailing address of the Recipient, including the zip code.
- Item 6** - TO BE COMPLETED BY ILLINOIS EPA.

PART II - COST SUMMARY

This portion of the form is to be completed by the Recipient with whom an Illinois EPA agreement is proposed to be executed.

Nothing in the following discussions should be interpreted as recommending the inclusion as direct costs any items normally treated as overhead costs in the firm's accounting or estimating system.

40 CFR 30.710 contains general cost principles applicable to subagreements under EPA grants. Pursuant to that section, all subagreements awarded to profit-making organizations are subject to the cost principles of 41 CFR 1-15.2. Architect-engineer and construction Agreements are subject also to 41 CFR 1-15.4.

Item 7 - Direct Labor

Direct labor costs normally include salaries at a regular time rate. In case the full time of any employee is not to be devoted to work to be performed under the Agreement, only the cost of actual time to be applied should be included.

ENTER in block 7 the categories of professional, administrative, or technical personnel necessary to perform each major element of work under the Agreement scope of work. Estimate hours for each category and extend them by the wage rates to be paid during the actual performance of the work. Current rates, adjusted for projected increases, if any, should be used for the actual categories of labor contemplated. Recent experience or established personnel policy should support all projected increases.

ENTER in the far right column the estimated Direct Labor total.

Supporting records to be maintained by the Recipient and which must be submitted or made available to the Illinois EPA upon request include:

- a. The method of estimating proposed hours.
- b. The computation technique used in arriving at proposed labor rates.
- c. The specific documents, books, or other records used as factual source material to develop proposed hours and labor rates.
- d. Detailed rate computations used in computing the information submitted on the form.

Indirect costs may consist of one or more pools of expenses which are grouped on the basis of the benefits accruing to the cost objectives represented by the distribution base or bases to which they are allocated. Since accounting practices vary, the use of particular groupings is not required. Neither is the use of any particular allocation base mandatory. However, it is mandatory that the method used results in an equitable allocation of indirect costs to the cost objectives, which they support.

Common overhead groupings are overhead on direct labor and general and administrative expenses. The first grouping usually includes employment taxes, fringe benefits, holidays, vacation, idle time, and bonuses applicable to direct labor. The second generally includes the remaining costs that because of their incurrence for common or joint objectives are not readily subject to treatment as direct costs. It is expected, however, that proposal groupings will correspond with the firm's normal method of accumulating indirect costs. (Under some accounting systems, the first grouping would be included instead under item 7.) No special categorization is required provided the results are realistic and equitable.

Direct salaries are the normal distribution base for overhead costs, but in some circumstances other bases produce more equitable results. As in the case of overhead costs groupings, the method to be used will depend upon the firm's normal practices and the equity of the results produced in the circumstances.

The rate proposed should be based on cost data from the most recent fiscal periods updated to reflect changes in volume of business or operations.

ENTER in block 8 the indirect cost pools normally used for allocation of indirect costs. **ENTER** the indirect cost rate for each pool and multiply each one by the cost pool to which it applies to arrive at the estimated indirect costs to be incurred during the actual performance of the work.

ENTER in the far right column the estimated Indirect Costs total.

Supporting records to be maintained by the Recipient and which must be submitted or made available to the Illinois EPA upon request include:

- a. Detailed cost data showing overhead accounts, allocation bases, and rate computations for the preceding fiscal period.
- b. Company budgets, budgetary cost data, and overhead rate computations for future period(s).

Item 9 - Other Direct Costs

The following items are illustrative of costs normally included in this category of costs:

- a. *Travel costs:*
 - (1) *Transportation. Refer to the State of Illinois Travel Regulations for additional guidance.*
 - (2) *Per Diem. Includes: lodging, subsistence, and incidental expenses incurred while in a travel status in connection with the performance of services required by the Agreement.*
- b. *Equipment, Materials, and Supplies:*
 - (1) *Long distance telephone, telegraph, and cable expenses to be incurred in connection with the performance of services required in connection with the Agreement.*
 - (2) *Reproduction costs including blueprints, black and white prints, ozalid prints, photographs, photostats, negatives; and express charges.*
 - (3) *Commercial printing, binding, artwork, and models.*
 - (4) *Special equipment.*
- c. *Subcontracts*
- d. *Other Direct Costs, if any, not included above.*

ENTER in blocks 9a-d all "Other Direct Costs" proposed.

ENTER in the far right column the estimated Other Direct Costs total.

Supporting data to be maintained by the Recipient and which must be submitted or made available to the Illinois EPA upon request include:

- a. Basis for other direct costs proposed.
- b. Factual sources of costs, rates, etc., used in computing the proposed amount of each cost element.

Item 10 - Total

Page 5 of 5

ENTER the total of all Direct Labor, Indirect Costs, and Other Direct Costs from items 7, 8, and 9.

Item 11 - Assistance Amount

*Match Amount: Amount contributed by the Illinois EPA and authorized by Section 319 and/or 314 of the Clean Water Act, Illinois Clean Lakes Program authorized by Conservation 2000 legislation, or other **federal/state sources**.*

ENTER the percent of projects total cost and the dollar amount that will be contributed by the Illinois EPA.

Item 12 - Recipient Share

Non-Federal Match: Funding amount contributed by the Recipient which may include: In-kind materials and services, and hard dollar match from non-federal sources, which are not used to match any other federal grant.

ENTER the percent of the projects total cost and the dollar amount that will be contributed by the Recipient.

PART III - AUDIT

For additional information, please refer to Number 7 of the Conditions for the Financial Assistance Agreement.

PART IV - CERTIFICATIONS

Item 13 - Recipient - For Use By Recipient

ENTER the specific cost principles with which the cost summary of Part II conforms. Cost principles applicable to subagreements with various types or organizations are identified in 40 CFR 30.710. Cost principles applicable to subagreements with profit-making organizations are those at 41 CFR 1-15.2, and, for architect-engineer or construction Agreement, 41 CFR 1-15.4.

1. Describe the proposal, quotation, request for price adjustment or other submission involved, giving appropriate identifying number (e.g., RFP No. _____).
2. Enter the date when the price negotiations were concluded and the Agreement price was agreed to. The responsibility of the Agreement is not limited by the personal knowledge of the Recipient's negotiator if the Recipient had information reasonable available at the time of agreement, showing that the negotiated price is not based on complete, current, and accurate data.
3. Enter the date of execution, signature and title. The date should be as close as practicable to the date when the price negotiations were concluded and the Agreement price was agreed to (not to exceed 30 days).

Item 14 - ILLINOIS EPA Reviewer - For Use By Illinois EPA Only

If required by applicable grant regulations, the grantee must submit the signed form for Illinois EPA review prior to execution of the subagreement.

Appendix A. ILLINOIS CLEAN LAKES PROGRAM PRE-APPLICATION FOR FUNDING

1. LAKE NAME: _____

2. CITY AND COUNTY: _____

3. LEGISLATIVE DISTRICTS: ILLINOIS HOUSE _____ ILLINOIS SENATE _____
U.S. CONGRESSIONAL _____

4. NAME OF PROJECT SPONSOR (APPLICANT TO ILLINOIS EPA, SOURCE OF LOCAL MATCH):

LOCAL CONTACT: _____

ADDRESS: _____

TELEPHONE: _____ FEIN or SSN: _____

5. NAME AND TITLE OF PREPARER OF APPLICATION: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____ DATE: _____

6. TYPE OF GRANT REQUESTED (PHASE I, PHASE II, LQMP): _____

7. ESTIMATED COST OF PROJECT: _____

8. ESTIMATED LOCAL MATCH FOR PROJECT: _____

9. PROJECT PERIOD: _____

10. LAKE CHARACTERISTICS:

Watershed Area:	_____ acres	_____ hectares
Surface Area:	_____ acres	_____ hectares
Mean Depth:	_____ feet	_____ meters
Maximum Depth:	_____ feet	_____ meters
Volume:	_____ acre-feet	_____ cubic meters
Retention Time:	_____ years	
Lake Type:	_____	
Year Constructed:	_____	

11. WATERSHED CHARACTERISTICS

	<u>Acres (Hectares)</u>	<u>% of Total</u>
Watershed Area:	_____	_____
Cropland:	_____	_____
Pasture:	_____	_____
Forest:	_____	_____
Urban:	_____	_____
Other:	_____	_____

12. OWNERSHIP/ACCESS

a. What percent of the lake bottom (to the nearest 10%) is:

- municipally-owned _____ %
- state-owned _____ %
- county-owned _____ %
- privately-owned _____ %
- organizationally-owned _____ %
- multiply-owned _____ %
- other (explain) _____ %

b. Does the lake provide the general public (non-residents) with:

- open/free access? _____ yes _____ no
- fee access for swimming? _____ yes _____ no
- fee access for boating? _____ yes _____ no
- no access? _____ yes _____ no

c. Please describe in detail existing fee structures (if any) at your lake for the following:

- *resident* - swimming (beach use) fees:

- non-resident - swimming (beach use) fees:

- *resident* - boating fees:

- non-resident - boating fees:

- *resident* - other fees:

- non-resident - other fees:

13. LAKE USE

a. Is the lake a:

- primary public water supply? _____ yes _____ no
- secondary public water supply? _____ yes _____ no
- population served by the public water supply (if applicable) is: _____ people

b. The major recreational uses and associated facilities at the lake include (check all that apply):

<u>Available Uses</u>	<u>Available Recreational Facilities (describe)</u>
_____ fishing	_____
_____ canoe/sailing	_____
_____ motor boating	_____
_____ camping	_____
_____ bicycling	_____
_____ swimming	_____
_____ skiing	_____
_____ picnicking	_____
_____ hiking	_____
_____ horseback riding	_____
_____ other	_____
_____ other	_____

c. The estimated annual recreational use in visitor days (1 user during 1 day = 1 visitor day) is:

_____ visitor days

14. Briefly describe lake history, use, and importance in the area.

15. Briefly describe impaired lake uses, water quality problems, and causes of problems.

16. Briefly describe the restoration plan (measures anticipated for implementation if Phase I; measures planned for implementation with estimated cost of each if Phase II or LQMP) and what local, state, and/or federal organizations would be involved.

17. Briefly describe to what level the watershed area has been protected to prevent pollution to the lake.

18. Briefly describe the history of interest and previous efforts of local agency/population to solve problems.

19. If you were required to cost-share an additional 10 percent of the project cost, would you still be interested in obtaining Clean Lakes Program funding?

yes no maybe

Return this pre-application by **August 31** to:

Illinois Environmental Protection Agency
Bureau of Water
Division of Water Pollution Control, Surface Water Section
P.O. Box 19276
Springfield, Illinois 62794-9276
Attention: Amy Walkenbach

Final applications are due to the Illinois EPA by **October 31**

Appendix B. Requirements for Phase I Diagnostic-Feasibility Studies and Environmental Evaluations

Phase I Clean Lakes Program projects shall include in their scope of work at least the following requirements, in the order presented and under appropriate subheadings. The information required by paragraph (a)(10) and the monitoring procedures stated in paragraph (b)(3) of this Appendix may be modified to conform to specific project requirements to reduce project costs without jeopardizing adequacy of technical information or the integrity of the project. All modifications must be approved by the Illinois EPA project officer.

- (a) A diagnostic study consisting of:
- (1) An identification of the lake to be restored or studied, including the name, the location within the State, the general hydrologic relationship to associated upstream and downstream waters and the approved State water quality standards for the lake.
 - (2) A geological description of the drainage basin including soil types and soil loss to stream courses that are tributary to the lake.
 - (3) A description of the public access to the lake including the amount and type of public transportation to the access points.
 - (4) A description of the size and economic structure of the population residing near the lake, which would use the improved lake for recreation and other purposes.
 - (5) A summary of historical lake uses, including recreational uses up to the present time, and how these uses may have changed because of water quality degradation.
 - (6) An explanation, if a particular segment of the lake user population is or will be more adversely impacted by lake degradation.
 - (7) A statement regarding the water use of the lake compared to other lakes within a 50-mile (80-kilometer) radius.
 - (8) An itemized inventory of known point source pollution discharges affecting or which have affected lake water quality over the past 5 years, and the abatement actions for these discharges that have been taken, or are in progress. If corrective action for the pollution sources is contemplated in the future, the time period should be specified.
 - (9) A description of the land uses in the lake watershed, listing each land use classification as a percentage of the whole and discussing the amount of nonpoint pollutant loading produced by each category.
 - (10) A discussion and analysis of historical baseline limnological data and one year of current limnological data. The monitoring schedule presented in paragraph (b)(3) of this Appendix must be followed in obtaining the one-year of current limnological data. This presentation shall include the present trophic condition of the lake as well as its surface area (acres and hectares), maximum depth (feet and meters), average depth (feet and meters), hydraulic residence time, the area of the watershed draining to the lake (acres and hectares), and the physical, chemical, and biological quality of the lake and important lake tributary waters. Bathymetric maps should be provided. If dredging is expected to be included in the restoration activities, representative bottom sediment core samples shall be collected and analyzed, using methods approved by the Illinois EPA project officer for phosphorus, nitrogen, heavy metals, and other chemicals appropriate to State water quality standards, and persistent synthetic organic chemicals where appropriate. Further, the elutriate must be subjected to test procedures utilized by Illinois EPA. An assessment of the phosphorus (and nitrogen when it is the limiting lake nutrient) inflows and outflows associated with the lake, a hydraulic budget, including ground water flow, and a sediment inflow/outflow budget must also be included. Vertical temperature and dissolved oxygen data must be included for the lake to determine if the hypolimnion becomes anaerobic and, if so, for how long and over what extent of the bottom. Total and soluble reactive

phosphorus (P), nitrite, nitrate, ammonia and organic nitrogen (N) concentrations must be determined for the lake. Chlorophyll a values should be measured for the upper mixing zone. Representative alkalinities should be determined. Algal assay bottle test data or total N to total P ratios should be used to define the growth-limiting nutrient. The extent of algal blooms, and the predominant algal genera must be discussed. Algal biomass should be determined through algal genera identification, cell density counts (numbers of cells per milliliter), and converted to cell volume based on factors derived from direct measurements, and reported in biomass of each major genus identified. Secchi disk depth and suspended solids should be measured and reported. The portion of the shoreline and bottom that is impacted by vascular plants (submersed, floating, or emerged higher aquatic vegetation) must be estimated, specifically the lake surface area between 0 and the 30 foot (10 meter) depth contour or twice the Secchi disk transparency depth, whichever is less, and that estimate should include an identification of the predominant species. Where a lake is subject to significant public contact use or is fished for consumptive purposes, monitoring for public health reasons may be required as part of the monitoring program. Standard bacteriological analyses and fish flesh analyses for organic and heavy metal contamination should be included unless otherwise specified. All sample analysis shall be conducted by a laboratory certified by Illinois EPA as capable of carrying out water quality analysis. Samples will be required to be sent to Illinois EPA laboratories for QA/QC analysis as mutually agreed to by the contractor and Illinois EPA.

- (11) An identification and discussion of the biological resources in the lake, such as fish population, and a discussion of the major known ecological relationships.

(b) A feasibility study consisting of:

- (1) An identification and discussion of the alternatives considered for pollution control and/or lake restoration and an identification and justification of the selected alternatives. This should include a discussion of expected water quality improvement, technical feasibility, and estimated costs of each alternative. The discussion of each feasible alternative and the selected lake restoration procedure must include detailed descriptions specifying exactly what activities would be undertaken under each, showing how and where these procedures would be implemented, illustrating the engineering specifications that would be followed including preliminary engineering drawings to show in detail the construction aspects of the project, and presenting a quantitative analysis of the pollution control effectiveness and the lake water quality improvement that is anticipated.
- (2) A discussion of the particular benefits expected to result from implementing the project, including new public water uses that may result from the enhanced water quality.
- (3) A Phase II monitoring program indicating the water quality sampling schedule. A limited monitoring program must be maintained during project implementation, particularly during construction phases or in-lake treatment, to provide sufficient data that will allow the State to redirect the project, if necessary, to ensure desired objectives are achieved. During pre-project implementation and post-project monitoring activities, a single in-lake site should be sampled monthly during the months of September through April and twice monthly during May through August. This site must be located in an area that best represents the limnological properties of the lake, preferably the deepest point in the lake. Additional sampling sites may be warranted in cases where lake basin morphometry creates distinctly different hydrologic and limnologic sub-basins; or where major lake tributaries adversely affect lake water quality. The sampling schedule may be shifted according to seasonal differences at various latitudes. The biweekly samples must be scheduled to coincide with the period of elevated biological activity. If possible, a set of samples should be collected immediately following spring turnover of the lake. Samples must be collected between one foot below the surface and two feet off the bottom. Collection and analyses of all samples must be conducted according to Illinois EPA approved methods. All of the samples collected must be analyzed for total and dissolved phosphorus; nitrite, nitrate, ammonia, and organic nitrogen; pH; temperature; and dissolved oxygen. Representative alkalinities should be determined. Samples collected in the upper mixing zone must be analyzed for chlorophyll a. Algal biomass in the upper mixing zone should be determined through algal genera identification, cell density counts (number of cells per milliliter), and converted to cell volume based on factors derived from

direct measurements, and reported in terms of biomass of each major genera identified. Secchi disk depth and suspended solids must be measured at each sampling period. The surface area of the lake covered by macrophytes between 0 and the 30-foot (10-meter) depth contour or twice the Secchi disk transparency depth, whichever is less, must be reported. Unless otherwise indicated by Illinois EPA, the monitoring program for each project must include all the required information mentioned above, in addition to any specific measurements that are found to be necessary to assess certain aspects of the project. Based on the information supplied by the Phase II project applicant and the technical evaluation of the proposal, a detailed monitoring program for Phase II will be established for each approved project and will be a condition of the intergovernmental agreement. Phase II projects will be monitored for at least one year after construction or pollution control practices are completed to evaluate project effectiveness.

- (4) A proposed milestone work schedule for completing the project with a proposed budget and a payment schedule that is related to the milestone.
 - (5) A detailed description of how non-State funds will be obtained for the proposed project.
 - (6) A summary of public participation in developing and assessing the proposed project which is in compliance with Section VIII of the Financial Incentives Program guidelines. The summary shall describe the matters brought before the public, the public response, and the lake owner's response to significant comments.
 - (7) A description of the operation and maintenance plan that the lake owners will follow, including the time frame over which this plan will be operated, to ensure that the pollution controls implemented during the project are continued after the project is completed.
 - (8) Copies of all permits or pending permit applications (including the status of such applications) necessary to satisfy the requirements of section 404 of the Act. If the approved project includes dredging activities or other activities requiring permits, the lake owner must obtain from the U.S. Army Corps of Engineers or other agencies the permits required for the discharge of dredged or fill material under section 404 of the Act or other federal, state or local requirements. Should additional information be required to obtain these permits, the lake owner shall provide it. Copies of section 404 permit applications and any associated correspondence must be provided to the Illinois EPA project officer at the time they are submitted to the U.S. Army Corps of Engineers. After reviewing the 404 permit application, the project officer may provide recommendations for appropriate controls and treatment of supernatant derived from dredged material disposal sites to ensure the maximum effectiveness of lake restoration procedures.
- (c) Lake owners shall complete and submit an environmental evaluation, which considers the questions, listed below. In many cases, the questions cannot be satisfactorily answered with a mere "Yes" or "No". Lake owners are encouraged to address other considerations, which they believe apply to their project.
- (1) Will the proposed project displace any people?
 - (2) Will the proposed project deface existing residences or residential areas? What mitigative actions such as landscaping, screening, or buffer zones have been considered? Are they included?
 - (3) Will the proposed project be likely to lead to a change in established land use patterns, such as increased development pressure near the lake? To what extent and how will this change be controlled through land use planning, zoning, or through other methods?
 - (4) Will the proposed project adversely affect a significant amount of prime agricultural land or agricultural operations on such land?
 - (5) Will the proposed project result in a significant adverse effect on parkland, other public land, or lands of recognized scenic values?
 - (6) Has the State Historical Society or State Historical Protection Officer been contacted? Has

he responded and, if so, what was the nature of that response? Will the proposed project result in a significant adverse effect on lands or structures of historic, architectural, archaeological or cultural value?

- (7) Will the proposed project lead to a significant long-range increase in energy demands?
- (8) Will the proposed project result in significant and long-range adverse changes in ambient air quality or noise levels? Short term?
- (9) If the proposed project involves the use of in-lake chemical treatment, what long and short term adverse effects can be expected from that treatment? How will the project recipient mitigate these effects?
- (10) Is the proposed project located in a floodplain? If so, will the project involve construction of structures in the floodplain? What steps will be taken to reduce the possible effects of flood damage to the project?
- (11) If the project involves physically modifying the lakeshore or its bed or its watershed, by dredging, for example, what steps will be taken to minimize any immediate and long-term adverse effects of such activities? When dredging is employed, where will the dredged material be deposited, what can be expected and what measures will the recipient employ to minimize any significant adverse impacts from its deposition?
- (12) Will the proposed project have a significant adverse effect on fish and wildlife, or on wetlands or any other wildlife habitat, especially those of endangered species? How significant is this impact in relation to the local or regional critical habitat needs? Have actions to mitigate habitat destruction been incorporated into the project? Has the recipient properly consulted with appropriate State and Federal fish, game and wildlife agencies and with the U.S. Fish and Wildlife Service? What were their replies?
- (13) Describe any feasible alternatives to the proposed project in terms of environmental impacts, commitment of resources, public interest and costs and why they were not proposed.
- (14) Describe other measures not discussed previously that are necessary to mitigate adverse environmental impacts resulting from the implementation of the proposed project.